

Bayfield School District
24 Clover Drive
Bayfield, CO 81122

October 15, 2011

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

10/15/2011
OCT 14 2012
FEDERAL COMMUNICATIONS COMMISSION

Request for Review
CC Docket No. 02-6

To Whom it May Concern:

Entity & BEN	Bayfield School District (BEN 142382)
Contact Person	Bill Bishop
Contact Information	
Mailing Address	24 Clover Drive, Bayfield, CO 81122
Phone Number	(970) 884-5555
Email	bbishop@bayfield.k12.co.us
Service Provider	Mitel Net Solutions, Inc. (SPIN 143008103)
Funding Year	2012
Application Type & Application	Form 471 Application #859096 for Funding Year 2012
FRN Number	2385254
Appeal Reason	FCDL dated August 21, Denied FRN for contract violation

Bayfield School District requests reconsideration of the USAC decision to deny on the basis that Bayfield School District did not have a signed contract in place prior to the filing of the form 471. Specifically Bayfield School District is requesting the commission to waive section 54.505(c) of the commission's rules on the grounds that the district must not only comply with FCC rule but must also comply with state and local procurement rules by having all contracts approved and signed by the school board.

Additionally, Bayfield School District contends that the allegations did not constitute waste, fraud or abuse of the E-rate program and the district acted in the spirit of the FCC rules by complying to the best of its abilities with the program rules.

Appeal Explanation:

Bayfield School District implemented a fair and open competitive bidding process by completing the form 470, waited 28 days and evaluated each proposal. Bayfield evaluated each proposal using a bid matrix that weighted the price of services heavier than other criteria. After evaluating each bid, Mitel Net Solutions, Inc. was the winning vendor. On March 20, Bayfield School District contacted Mitel and provided verbal affirmation that they were selected. In an internal email dated March 23, 2012, Crystal Joramo acknowledged their selection and understood contracts could not be signed until the Board

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provided approval. The Bayfield School board approved and signed the contract with a copy being sent to Mitel on May 21st.

During the PIA review, copies of the signed contract and emails reflecting our correspondence with Mitel were sent to the PIA reviewer. Due to the formal contract reflecting a date later than March 20th, the application was rejected. Below is the denial comment from the FCDL:

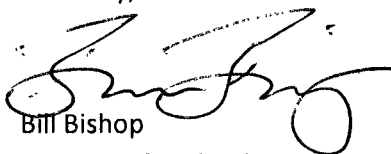
"FCC Rules require that a contract be signed and dated by the applicant prior to the filing of the FCC Form 471 for the products and services requested. This requirement was not met."

Portions of our phone system are now over 10 years old and we are consistently having to piecemeal the system together to keep it in working order. Several times this year, the system has unexpectedly shut down while and it has taken considerable time and effort to get the system back on line. The equipment has reached "end-of-life" status and the vendor who provided support for this equipment has since left the state. We no longer have immediate access to vendors who are able to work on the system, so we must try to problem solve and do critical repairs in house as best we can. To compound our dire situation, the necessary components to make the repairs that are needed are no longer available.

A reliable phone system is an absolute necessity for any school district. Not only is it critical to the day to day function of business, more importantly it is critical to the safety and wellbeing of our students and staff. Our application for FCC funds is honorable and is in the best interest of our students, staff and operations. We have submitted a strong application and have been denied solely on the basis of timing due to necessary Board action. Due to the nature of this denial, we respectfully ask that you approve this appeal.

The Animas School District decision dated December 22, 2011 granted 46 appeals with a similar or identical situation and to be consistent with the FCC precedent, the Bayfield School District respectfully requests a waiver of the FCC rule that a contract be signed and dated prior to the filing of the form 471 due to the responsibility of the district to follow state and local procurement rules.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Bishop", with a large, stylized loop at the end.

Bill Bishop
Director of Technology
Bayfield School District

Appendix C:

Mitel® AnyWare Change Order and/or Additional Services Authorization

Installation Address:

AGREEMENT #

Customer:

Service Order #

Address:

JOB #

CHANGE ORDER #

The Service Order pertaining to this site is modified at Total Purchase Price in accordance with the additions and/or deletions set out below. All other terms and conditions of the Mitel AnyWare Master Agreement between the parties remains in full force and effect.

Cutover Date:

Credit



All Applicable Taxes Extra

AQ-0 0 00

Debit



Net Adjustment: (Indicate whether upfront capital expense or monthly recurring fees)

Description of Changes

ADDITIONS

Part No.	Description	Qty	Unit MLP	Unit Sell	Total MLP	Total Sell
[SYSTEM NAME]						

DELETIONS

Part No.	Description	Qty	Unit MLP	Unit Sell	Total MLP	Total Sell
[SYSTEM NAME]						

MITEL NETSOLUTIONS, INC.

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Position

Position

Date

Date

Appendix D

Monthly Hardware Fees

The following table indicates the portion of the monthly Services charge that relates to the Hardware components during the Initial Term, current as of the date of execution. This table may be updated by Mitel from time to time.

Mitel Hardware Component	M.S.R.P. (USD)	Mitel AnyWare Bundle Promotional Pricing (USD)	Monthly Recurring Payment (36 mos.) (USD)
Mitel 5304 Bundle	210.00	180.00	5.00
Mitel 5320 Bundle	295.00	288.00	8.00
Mitel 5330 Bundle	415.00	360.00	10.00
Mitel 5340 Bundle	515.00	468.00	13.00
Mitel 5360 Bundle	640.00	576.00	16.00
Mitel 5810 Handset	485.00	468.00	13.00
Mitel 5310 Conference Unit	720.00	720.00	20.00
Attendee Console	1,845.00	1,800.00	50.00
UC Express Softphone	90.00	72.00	2.00
Programmable Key Module 12	250.00	234.00	6.50
Programmable Key Module 48	430.00	414.00	11.50
Gig E Stand	180.00	144.00	4.00
Wireless Handset* requires 5330, 40 or 60	295.00	252.00	7.00
Wireless Headset* requires 5330, 40 or 60	495.00	360.00	10.00
Station Level Paging Adaptor	238.00	216.00	6.00
Linksys SPA3102 Analog Phone Adaptor	99.00	90.00	2.50
All Bundles include a power brick and cord.			

Date: 5-17-12

Business Name: Bayfield School District

Address: 24 Clover Drive

City: Bayfield

State: CO

ZIP: 81122

Main Tel: 970-884-2486

Principal Contact: Bill Bishop

Fax Tel: 970-884-4284

E-mail Address: bbishop@bayfield.k12.co.us

☐ Renewal Acct.

☐ Addendum to Existing Acct.

☐ Multiple Locations See Addendum

☐ New

☐ Conversion/Migration

Move Existing Services? ☐ Yes ☒ No

Please use one agreement per product.

Type of Service: Equipment ☒

		Upgrades, Spares part of Quote					
Part	Description	Qty	List	Ext. List	NIPA % Disc	Cust Price	Ext Cost
Desktop Devices - 5300 IP Phones and Peripherals							
50005804	5330 IP Phone (Backlit)	3	370.00	1,110.00	38.00	229.40	688.20
50005915	PKM KIT - 48 KEY (for B5xx/53xx Phones)	3	430.00	1,290.00	38.00	266.60	799.80
50006191	5320 IP Phone	20	250.00	5,000.00	38.00	155.00	3,100.00
51005172	PWR CRD C7 2.5A 125V-NA PLUG	20	5.00	100.00	38.00	3.10	62.00
51011571	5304 IP Phone	136	165.00	22,440.00	38.00	102.30	13,912.80
51015276	5610 IP DECT Handset	1	495.00	495.00	38.00	102.30	102.30
51015131	48VDC ETHNT PWR ADPT 100-240V 802.3af	20	40.00	800.00	38.00	24.80	496.00
Sub Total				31,235.00			19,161.10
Total				31,235.00			\$19,161.10

Cash Purchase of \$19,161.10

Special Instructions: NJPA #042100-MBS

Customer hereby authorizes Mitel NetSolutions, Inc., to provide communications services as described. Mitel NetSolutions will assist in the installation coordination process of the circuits required for the customer's services. However, Mitel NetSolutions assumes no responsibility for any delays or problems the customer may experience with other vendors and/or local telephone companies. Customer acknowledges, understands and agrees to the terms and conditions of this agreement, including terms on the facing page, the reverse side of this page and any attachments to this agreement. This agreement is only valid when countersigned below by an authorized Mitel NetSolutions manager.

Customer Signature: [Signature]

Print Name: Anna Lyons

Title: Director of Finance

Date: 05/24/12

Federal ID # or Social Security #: 81-60014462

Branch/Agent: Denver

Branch/Agent Sales Rep: Crystal Jaramal Stacho Nowak

Authorized Mitel NetSolutions Manager Signature: _____

1. PAYMENT AND BILLING

- a. Service is provided and billed on a monthly (30-day) basis, beginning on the date that billing becomes effective. Service will continue to be provided until terminated in accordance with the terms of this agreement.
- b. The customer is responsible for payment of all charges for services furnished for all telephone numbers assigned to the customer. This agreement may not be assigned or transferred by the customer without Mitel NetSolutions Inc.'s express written approval.
- c. All bills will be payable upon receipt. A rebilling fee, at the rate of 1.6% per month, will be charged for past due accounts unless otherwise prescribed by law, in which event the rebilling fee shall be charged at the highest rate allowed by the law.
- d. Applicants may be required at any time to make an advance payment or deposit for the services to be provided.
- e. If notice of a dispute as to charges is not received, in writing, by Mitel NetSolutions Inc. within thirty (30) days after a billing statement is rendered, such billing statement shall have been deemed correct and binding upon the customer.
- f. A charge of the greater of one percent (1.0%) of the amount owed or \$20.00 will be made on any insufficiently funded check returned to us on the customer's account.

2. TERM OF SERVICE PERIOD, NOTICE OF TERMINATION AND EARLY TERMINATION FEE

The customer hereby agrees to the minimum term of service and minimum monthly amount elected on page one of this agreement. The term of service shall begin on the date of first usage by the customer of the services provided herein. Unless Mitel NetSolutions Inc. receives in writing at the address listed on the front of this agreement a notice of termination of services by the customer on or before thirty (30) days from the end of the agreed service period, the services provided hereunder shall automatically renew at the same Monthly Recurring Commitment level and Term and at the published rates in effect at the time of such renewal. The customer agrees to pay the monthly minimum amount regardless of whether actual usage equals the monthly minimum amount. In the event that the customer terminates this agreement prior to the end of the service period, then the customer agrees to pay immediately upon presentation of all invoices, a sum equal to (i) the minimum monthly commitment indicated on page one of this agreement, minus the number of months remaining in the term of service period; (ii) long distance usage prior to notice of termination; and (iii) the dollar value of any promotional credit awarded the customer as set forth in the Special Promotions document.

3. TERMINATION

Mitel NetSolutions Inc. may terminate, discontinue or suspend service or cancel an application for service without notice and without incurring any liability for any of the following reasons:

- a. Non-payment by the customer after notice of any sum due to Mitel NetSolutions Inc. for more than thirty-five (35) days after the monthly service period.
- b. A violation by the customer of any law, rule or regulation of any governmental authority having jurisdiction over the service;
- c. Prohibition against Mitel NetSolutions Inc. from furnishing services by order of a court or other governmental authority having jurisdiction;
- d. The providing of false or misleading credit information by the customer;
- e. Inability of Mitel NetSolutions Inc. to provide comparable services under comparable terms and conditions due to unavailability of provider services.

4. WARRANTIES AND LIABILITIES

a. AS TO MITEL NETSOLUTIONS INC.'S SERVICE, MITEL NETSOLUTIONS INC. MAKES NO PROMISES, AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. MITEL NETSOLUTIONS INC.'S LIABILITY IN PROVIDING SERVICE TO THE CUSTOMER IS LIMITED. THE LIMITS OF MITEL NETSOLUTIONS INC. LIABILITY ARE FULLY SET OUT IN MITEL NETSOLUTIONS INC.'S TARIFFS. MITEL NETSOLUTIONS INC.'S LIABILITY, IF SUCH LIABILITY EXISTS, FOR BREACH OF ANY WARRANTY OR NEGLIGENCE ON ITS PART IS LIMITED TO AN AMOUNT THAT DOES NOT EXCEED THE PROPORTIONATE CHARGE FOR MITEL NETSOLUTIONS INC.'S SERVICE TO THE CUSTOMER DURING THE PERIOD IN WHICH SERVICE WAS AFFECTED. MITEL NETSOLUTIONS INC. SHALL NOT BE LIABLE TO THE CUSTOMER FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING OUT OF THE FOLLOWING: THE LOSS OF USE OF MITEL NETSOLUTIONS INC. SERVICES OR LOST REVENUES OR PROFITS, OR CLAIMS BY CUSTOMERS OR THIRD PARTIES ARISING OUT OF THE UNAUTHORIZED USE OR ACCESS OF MITEL NETSOLUTIONS INC. SERVICES BY THE CUSTOMER OR UNRELATED THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, MISDIALED NUMBERS TO ANY LONG DISTANCE NUMBER OR CUSTOMER'S OWN NUMBER AND UNAUTHORIZED USE OF ANY AND ALL INTRASTATE, INTERSTATE AND INTERNATIONAL LONG DISTANCE TELEPHONE SERVICES (SOMETIMES REFERRED TO AS "TOLL FRAUD").

c. CUSTOMER ACKNOWLEDGES AND AGREES THAT IN THE EVENT THAT ANY GOVERNMENTAL AGENCY REVISES OR IMPOSES TAXES, OF ANY KIND, ON ANY SERVICE PROVIDED HEREUNDER, THAT MITEL NETSOLUTIONS INC. RESERVES THE RIGHT TO PASS ON ALL SUCH TAXES WITHOUT NOTICE TO THE CUSTOMER.

d. Mitel NetSolutions Inc. is not liable to the customer for any act or omission of any other company or companies furnishing a portion of the service.

e. Mitel NetSolutions Inc. shall be indemnified and held harmless by the customer against claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Mitel NetSolutions Inc. facilities, and claims for patent infringement arising from combining or connecting Mitel NetSolutions Inc. facilities with apparatus and systems of the customer, and all other claims arising out of any act or omission by the customer in connection with any service provided by Mitel NetSolutions Inc.

f. Mitel NetSolutions Inc. shall not be liable for and the customer indemnifies and holds Mitel NetSolutions Inc. harmless from any and all losses, claims, demands, suits or other actions, or any liability whatsoever whether suffered, made, instituted or asserted by the customer or by any other entity or person or persons, and/or any loss, damage, deterioration or destruction of the premises of the customer or of any other property whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Mitel NetSolutions Inc. where such installation, operation, failure to operate, maintenance, removal, presence, condition, location or use is not the direct result of the negligence of Mitel NetSolutions Inc.. No agents or employees or other carriers shall be deemed to be agents or employees of Mitel NetSolutions Inc.

5. MISCELLANEOUS

a. This Agreement is subject to and governed by the terms and conditions of governing tariffs of Mitel NetSolutions Inc. on file with federal and state regulatory authorities. In the event of a conflict between the terms of this Agreement and the Mitel NetSolutions Inc. tariffs, the terms and conditions of the governing tariffs shall prevail.

b. Any notice or demand required of the customer or Inter-Tel will be effective when it is mailed, properly addressed, with postage prepaid to the other party at the address shown on the reverse side. Address changes must be provided in writing.

c. Mitel NetSolutions Inc. enters agreement with the customer is contained in this Agreement, which includes all documents incorporated by reference including Mitel NetSolutions Inc. tariffs. This Agreement may not be changed except in writing by the parties.

d. Any and all signatory individuals below expressly state that they have full power and authority to act on behalf of the customer described on page 1 of this contract.

e. The undersigned hereby expressly acknowledge and agree that he or she has read, understood, and agreed to the terms and provisions on all pages of this contract, and that this Agreement shall only become effective upon credit approval and acceptance by signature of an authorized Mitel NetSolutions representative.

f. In the event of a dispute in the terms and provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to all other remedies that the law provides.

g. For calls initiated with a calling card connection fees apply to international and operator-assisted calls. Call rates. Calling card calls made from payphones will be assessed an additional surcharge to cover FCC-mandated payments for long-distance companies to payphone providers. Various rates apply for all calls initiated or terminated outside of the continental United States and to all calls terminating either intrastate, Inter-ATA, 1-800 or outside of the 48 contiguous United States.

h. Services will be billed from the date of delivery by long distance carrier, minimum usage will be waived for first partial month following installation.

Bayfield School District
APPENDIX A
Mitel AnyWare Hosted Services
36 Months

QTY	Product Description	Unit Cost	Extended
Hosted VoIP: Priority 1 E-Rate Eligible			
160	Mitel AnyWare Standard User Seat	\$ 12.60	\$ 2,016.00
1	Traffic Shaping Device	\$ 30.00	\$ 30.00
5	E911 Support	\$ 5.00	\$ 25.00
	Unlimited Local Calling	Included	Included
	Unlimited 1 + Long Distance Calling	Included	Included
	Hot Desking	Included	Included
	Corporate Auto Attendant	Included	Included
	Voice Mail with Email Forwarding	Included	Included
	Hunt/ Ring Groups	Included	Included
	Internal 4 Digit Dialing	Included	Included
	Access to User Portal	Included	Included
	Localized E911	Included	Included
	Call Transfer	Included	Included
	Call Pick Up	Included	Included
	Call Hold	Included	Included
	Speed Dial	Included	Included
	Direct Page	Included	Included
	Record a Call	Included	Included
	Do Not Disturb	Included	Included
	Call History	Included	Included
	Local Number Portability	Included	Included
E-Rate Priority One Eligible Monthly \$			2,071.00
Non-E-Rate Eligible			
5	Directory Listings	\$ 9.95	\$ 49.75
Non-E-Rate Eligible Monthly \$			49.75
Total Monthly Charges			WAIVED
Installation			

LAN and WAN Readiness will be Customer's Responsibility

Price does not include taxes

Standard Installation Interval Will Be 60 days

All Installation charges will be waived on a 36 month agreement

No other Discounts or Promotions can Apply

Completed by Crystal Jorema

MULTIPLE LOCATION ADDENDUM



Date: 5-17-12

Business Name: Bayfield School District- Administration Offices

Address: 24 Clover Drive

City: Bayfield

State: CO

ZIP: 81122

Main Tel: 970-884-2496

Principal Contact: Bill Bishop

Fax Tel: 970-884-4284

E-mail Address: bbishop@bayfield.k12.co.us

☐ Addendum to Existing Account: Acct # _____ ☒ Bill Main Address for All Locations ☐ Bill Individual Locations

Business Name: Bayfield School District- High School

Address: 800 County Road 501

City: Bayfield

State: CO

ZIP: 81122

Main Tel: 970-884-9521

Principal Contact: Bill Bishop

Fax Tel: 970-884-4228

E-mail Address: bbishop@bayfield.k12.co.us

Current Local Carrier: _____

Current LD Carrier: _____

☐ Switched Services ☒ Dedicated Services ☐ Local T-1 Monthly Cost Equipment Sale? ☐ YES ☐ NO

Business Name: Bayfield School District- Middle School

Address: 615 East Oak

City: Bayfield

State: CO

ZIP: 81122

Main Tel: 970-884-9592

Principal Contact: Bill Bishop

Fax Tel: 970-884-4110

E-mail Address: bbishop@bayfield.k12.co.us

Current Local Carrier: _____

Current LD Carrier: _____

☐ Switched Services ☒ Dedicated Services ☐ Local T-1 Monthly Cost Equipment Sale? ☐ YES ☐ NO

Business Name: Bayfield School District- Elementary School

Address: 551 East Mustang Lane

City: Bayfield

State: CO

ZIP: 81122

Main Tel: 970-884-9571

Principal Contact: Bill Bishop

Fax Tel: 970-884-9572

E-mail Address: bbishop@bayfield.k12.co.us

Current Local Carrier: _____

Current LD Carrier: _____

☐ Switched Services ☒ Dedicated Services ☐ Local T-1 Monthly Cost Equipment Sale? ☐ YES ☐ NO

Business Name: Bayfield School District- Primary School

Address: 658 South East Street

City: Bayfield

State: CO

ZIP: 81122

Main Tel: 970-884-0881

Principal Contact: Bill Bishop

Fax Tel: 970-884-0594

E-mail Address: bbishop@bayfield.k12.co.us

Current Local Carrier: _____

Current LD Carrier: _____

☐ Switched Services ☒ Dedicated Services ☐ Local T-1 Monthly Cost Equipment Sale? ☐ YES ☐ NO

Customer Signature: _____

Print Name: _____

Title: _____

Date: _____

Federal ID # or Social Security _____

Branch/ Agent: Denver

Branch/Agent Sales Rep: Crystal Joramo/ Stacie Nowak

Authorized Mitel NetSolutions Manager Signature: _____

Mitel NetSolutions Multiple Location Addendum incorporates all terms and conditions of customer's Master Service Agreement.

LETTER OF AGENCY



☒ New Customer

☐ Existing Customer

Customer Information

CUSTOMER INFORMATION		MAIN PHONE #		MAIN FAX #	
Bayfield School District		970-884-2486		970-884-4284	
CURRENT SERVICE ADDRESS	SUITE FLOOR OR ROOM #	CITY	COUNTY	STATE	ZIP
24 Clover Drive		Hayfield		CO	81122
PRIMARY CONTACT NAME	PRIMARY CONTACT PHONE #	PRIMARY CONTACT FAX #	PRIMARY EMAIL		
Bill Bishop	970-884-2486	970-884-4284	bbishop@bayfield.k12.co.us		
CURRENT LOCAL SERVICE PROVIDER	CURRENT LONG DISTANCE SERVICE PROVIDER		CURRENT INTERNET PROVIDER		

By signing below, I am authorizing Mitel NetSolutions to become my new telephone service provider in place of my current telephone company(ies) (listed above) for the provision of the following type(s) of service.

Service

Local Exchange Service	Initial ATA Toll Service	Domestic Long Distance Service	International Long Distance Service
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To Whom It May Concern:

We have retained Mitel NetSolutions, 885 Trademark Drive, Reno Nevada 89521, as our authorized agent to interface with your company(ies) regarding all aspects of our telecommunications and services. Under the terms of this agreement and this letter, we do hereby authorize Mitel NetSolutions to handle all negotiations for service requests and the issuance of orders. The agency shall continue in effect until you are notified of its cancellation in writing. This authorization shall in no way preclude our ability to act in our own behalf when we deem it necessary. Upon request please send any correspondence to:

Mitel NetSolutions
885 Trademark Drive
Reno, NV 89521

If I later wish to return to my Current Local Service Provider, I may be required to pay a reconnection charge to that company. I also understand that Mitel NetSolutions may have different calling areas, rates, and charges than my Current Telephone Company, and that by signing the below I indicated that I understand those differences and am willing to be billed accordingly.

The services selected above to the Billing Telephone Numbers ("BTN") listed below, including any and/or all other telephone numbers associated with the listed BTN(s), and no others:

Address	City, State, Zip	BTN(s)			
		Phone Number	Phone Number	Phone Number	Phone Number
24 Clover Drive	Bayfield, CO 81122	970-884-2486			
800 County Road 501	Bayfield, CO 81122	970-884-9521			
615 East Oak	Bayfield, CO 81122	970-884-9592			
561 East Mustang Lane	Bayfield, CO 81122	970-884-9571			
650 S. East Street	Bayfield, CO 81122	970-884-0881			

I further understand and agree that in the event I DO NOT want ALL telephone numbers associated with a BTN listed above switched to Mitel NetSolutions, I must attach a list of EACH telephone number to be switched to Mitel NetSolutions.

By signing below, I certify that I have read and understand this Letter of Agency. I further certify that I am authorized to change telephone companies for services to the telephone number(s) listed above.

Customer Acceptance

CUSTOMER SIGNATURE	DATE
<i>Bill Bishop</i>	05/24/12
CUSTOMER NAME (PRINTED)	TITLE (PRINTED)
Bill Bishop	Director of Finance

TOLL FREE RESPONSIBLE ORGANIZATION FORM



Customer Information

COMPANY NAME WITH CURRENT PROVIDER Bayfield School District		BILLING CONTACT NAME Bill Bishop	
BILLING ADDRESS 24 Clover Drive		CITY Hayfield	STATE CO
		ZIP 81122	

Important Note: Toll Free numbers are transferred to Mitel NetSolutions after your SIP services have been installed. This process can take five to ten business days to complete and you will have Toll Free traffic with your previous provider until the transfer is complete.

Inbound Information

Carrier of Existing Toll-Free Number	Toll-Free Number(s)	DNIS Digits	Toll-Free Directory Listing Company Name Listed (Add'l Charges Apply for Listing)
			Listing 1:
			Listing 2:
			Listing 3:
			Listing 1:
			Listing 2:
			Listing 3:
			Listing 1:
			Listing 2:
			Listing 3:
			Listing 1:
			Listing 2:
			Listing 3:
			Listing 1:
			Listing 2:
			Listing 3:
			Listing 1:
			Listing 2:
			Listing 3:
			Listing 1:
			Listing 2:
			Listing 3:

Important Information regarding SIP Toll Free

If your Toll Free number does not terminate on your SIP service then standard pricing will apply.

I attest under penalty of law as an authorized employee or an authorized agent of the company named above, that said company is the exclusive end user subscriber of the Toll Free number(s) listed above and that said company assumes all liability for the misappropriation of traffic of any other end user subscriber with regard to the Toll Free number(s) listed. I also understand that this request for a Resp/Org change does not constitute an order for disconnect of service with my existing carrier(s). I continue to accept responsibility for notifying my existing carrier(s) of any intention to disconnect and/or change my Toll Free service after my new carrier has been designated by this Resp/Org for the Toll Free number(s) listed above.

Agreed to by:

CUSTOMER SIGNATURE 	CUSTOMER NAME Amy Lyons	DATE 05/24/12
------------------------	----------------------------	------------------

DIRECTORY LISTING ORDER FORM



Customer Information

COMPANY NAME

IMPORTANT: This form is REQUIRED for all customers.
Please read the following:

Each customer receives 1 single line white page and 1 single line yellow page listing for the main phone number. We do offer additional white page listings for an additional charge. Mitel NetSolutions provides only basic straight line listings in the white pages. Mitel NetSolutions does not provide any graphical advertising listings in either the white or yellow pages.

If you are currently being billed for any yellow page listing or advertising other than itemized below, you will continue to be billed for those services by the yellow pages publishing company even after your phone service is switched to Mitel NetSolutions. This deadline for phone book updates varies by area according to the publishing schedule. If your order is placed after the deadline, your directory listing request may not appear in the next printed version. Directory assistance (411) is updated when your order is completed.

Primary Directory Listing

Please check the appropriate box:

New ☒ **Change** ☐ **Delete** ☐

Listed Telephone Number: 970-884-2496 Yellow Page Heading: _____

Company Name: Bayfield School District- Administrative Offices Street Name: Cloyer

Street Number: 24 Street Prefix: _____ Suite/Floor/Room: _____
(N S E W SE SW NE NW)

Street Suffix: _____ Street Thoroughfare: Drive City: Bayfield State: CO
(N S E W SE SW NE NW) (Rd St Hwy Ave Blvd Etc)

Would you like to omit the address from your listing? ☐ Yes ☒ No ZIP: 81122

Additional Directory Listing

Please check the appropriate box:

New ☒ **Change** ☐ **Delete** ☐

Listed Telephone Number: 970-884-9621 Yellow Page Heading: _____

Company Name: Bayfield High School Street Name: County Road 601

Street Number: 800 Street Prefix: _____ Suite/Floor/Room: _____
(N S E W SE SW NE NW)

Street Suffix: _____ Street Thoroughfare: _____ City: Bayfield State: CO
(N S E W SE SW NE NW) (Rd St Hwy Ave Blvd Etc)

Would you like to omit the address from your listing? ☐ Yes ☒ No ZIP: 81122

Please use another directory listing form if you require more than two listings.

Customer Acceptance

Customer
Signature:

[Handwritten Signature]

Date:

[Handwritten Date: 03/24/05]

By my signature, I acknowledge that I have reviewed and approved all the information on this form. I understand that any mistakes or errors will result in errors in the associated Directory Listing, and I accept full responsibility for the accuracy of this information on this page.

NetSolutions Customer Support
885 Trademark Drive • Reno, NV 89521 • T: 1-800-821-1661 • F: 1-800-244-6164

DIRECTORY LISTING ORDER FORM



Customer Information

COMPANY NAME

IMPORTANT: This form is REQUIRED for all customers

Please read the following:

Each customer receives 1 single line white page and 1 single line yellow page listing for the main phone number. We do offer additional white page listings for an additional charge. Mitel NetSolutions provides only basic straight line listings in the white pages. Mitel NetSolutions does not provide any graphical advertising listings in either the white or yellow pages.

If you are currently being billed for any yellow page listing or advertising other than itemized below, you will continue to be billed for those services by the yellow pages publishing company even after your phone service is switched to Mitel NetSolutions.

The deadline for phone book updates varies by area according to the publishing schedule. If your order is placed after the deadline, your directory listing request may not appear in the next printed version. Directory assistance (411) is updated when your order is completed.

Primary Directory Listing

Place An X Under the Requested Change

New **Change** **Delete**
☒ ☐ ☐

Listed Telephone Number: 870-884-8592 Yellow Page Heading: _____

Company Name: Bayfield Middle School Street Name: Oak

Street Number: 815 Street Prefix: East Suite/Floor/Room: _____
(N S E W SE SW NE NW)

Street Suffix: _____ Street Thoroughfare: _____ City: Bayfield State: CO
(N S E W SE SW NE NW) (Rd St Hwy Ave Blvd Etc)

Would you like to omit the address from your listing? ☐ Yes ☒ No

ZIP: 81122

Additional Directory Listing

Place An X Under the Requested Change

New **Change** **Delete**
☒ ☐ ☐

Listed Telephone Number: 9710-884-9571 Yellow Page Heading: _____

Company Name: Bayfield Elementary School Street Name: Mustang

Street Number: 551 Street Prefix: East Suite/Floor/Room: _____
(N S E W SE SW NE NW)

Street Suffix: _____ Street Thoroughfare: Lane City: Bayfield State: CO
(N S E W SE SW NE NW) (Rd St Hwy Ave Blvd Etc)

Would you like to omit the address from your listing? ☐ Yes ☒ No

ZIP: 81122

Please use another directory listing form if you require more than two listings.

Customer Acceptance

Customer
Signature: _____

Date: 05/21/08

By my signature, I acknowledge that I have reviewed and approved all the information on this form. I understand that any mistakes or errors will result in errors in the associated Directory Listing, and I accept full responsibility for the accuracy of this information on this page.

MitelNetSolutions Customer Support
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DIRECTORY LISTING ORDER FORM**Customer Information**

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Primary Directory Listing

Place An X Under the Requested Change.

New	Change	Delete
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Listed Telephone Number: 970-854-0881

Yellow Page Heading: _____

Company Name: Bayfield Primary SchoolStreet Name: EastStreet Number: 668Street Prefix: South

Suite/Floor/Room: _____

(N, S, E, W, SE, SW, NE, NW)

Street Suffix: _____

(N, S, E, W, SE, SW, NE, NW)

Street Thoroughfare: _____

(Rd, St, Pkwy, Ave, Blvd, Etc.)

City: BayfieldState: COZIP: 81122

Would you like to omit the address from your listing?

☐ Yes ☒ No**Additional Directory Listing**

Place An X Under the Requested Change.

New	Change	Delete
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Listed Telephone Number: _____

Yellow Page Heading: _____

Company Name: _____

Street Name: _____

Street Number: _____

Street Prefix: _____

Suite/Floor/Room: _____

(N, S, E, W, SE, SW, NE, NW)

Street Suffix: _____

(N, S, E, W, SE, SW, NE, NW)

Street Thoroughfare: _____

(Rd, St, Pkwy, Ave, Blvd, Etc.)

City: _____

State: _____

ZIP: _____

Would you like to omit the address from your listing?

☐ Yes ☐ No

Please use another directory listing form if you require more than two listings.

Customer AcceptanceCustomer
Signature: _____Date: 05/26/12

By my signature, I acknowledge that I have reviewed and approved all the information on this form. I understand that any mistakes or errors will result in errors in the associated Directory Listing, and I accept full responsibility for the accuracy of this information on this page.

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Things You'll Need To Do

Here's a quick review of your Mitel AnyWare installation responsibilities. For complete process and timelines refer to the Mitel AnyWare Path to Excellence Document.

You Provide:

- To ensure installation is as smooth as possible, please review and validate your order when contacted by the Order Administration group.
- Please be responsive when the Mitel AnyWare Service Implementation Specialist completes the initial implementation call to review critical timelines, system setup and service delivery process with you.
- It is critical that the site contacts listed on the order are knowledgeable about your LAN and telecommunications infrastructure.
- It is recommended that you have a LAN that supports QoS/Priority Queuing or that you set up a voice and data VLAN.
- Implementation of managed switches at each service location is recommended instead of hubs or unmanaged switches.
- To reduce the likelihood of service-related issues please confirm that your routers support QoS/Priority Queuing. These routers will help ensure that enough bandwidth can be allocated and prioritized to handle VoIP and internet traffic.
- Bandwidth, as well as LAN congestion, may affect quality of service with new VoIP services. Upgrading or extending the network to accommodate the demands of data and voice traffic might be required.
- It is the customer's responsibility to verify that any alarm lines, fax lines or other emergency lines are operational once the Mitel AnyWare service is installed.
- If ATA devices or additional ATA devices are required to support these lines, please consult the Mitel AnyWare Support Specialist Team.
- Please cancel service with previous providers; Mitel AnyWare cannot disconnect service from a previous service provider.
- It is imperative that you fill out and provide accurate information on the System Design Site Information Sheet for each location being set up. This information must be provided to the SIS (System Implementation Specialist) before any orders can be generated for your system installation.
- You must provide your private IP address range, client DHCP server details, client firewall details and public IP address of client internet router/modem along with other key items within the System Design workbook.
- To ensure a smooth installation, it is recommended that the Mitel AnyWare solution be installed side-by-side with your existing solution. This will allow for system changes if required and provide the user with the ability to review the Feature Teacher Training Tool real-time.
- There will be a quiet period of five days on all system setup changes prior to system installation to ensure all programming changes are completed.
- Warning: Mitel AnyWare E911 service may not function in the event of a broadband connection failure or loss of electrical power.
- If Mitel AnyWare is moving (LNP) existing numbers from a previous communications provider to the Mitel AnyWare service, please confirm that all numbers are listed and billing under the same customer name as notated on the agreement and a complete and accurate list of all existing numbers that are to be converted to the service has been provided to your SIS. If for any reason numbers listed under a different name are porting, customer will be required to LNP those numbers to the correct name before they can be added to the Mitel AnyWare service.
- When transferring (LNP) numbers from a previous provider, issues may arise that are beyond Mitel AnyWare control. To help prevent these circumstances as well as any unexpected billing from the previous service provider, please verify that all telephone numbers and names of providers are provided to the Mitel AnyWare SIS.
- It is recommended that the Mitel AnyWare service be installed 3-5 days prior to any LNP order being completed.
- Mitel AnyWare is not responsible for additional billing by the current provider.
- Mitel AnyWare service is designed to provide hosted voice connectivity for customer sites with their own LAN infrastructure. It is extremely important to understand and comply with the minimum LAN voice requirements listed in the section above.
- All local network configuration and support is carried out by the customer or their IP representative. Mitel AnyWare will provide assistance and guidance as required.
- Mitel AnyWare can provide additional professional services to help with any customer-related LAN or equipment issues if needed along with comprehensive cloudNOC monitoring services.



Name

Signature

Date

1/5/24/12

From: Goodman, Curtis
Sent: Thursday, April 12, 2012 4:54 PM
To: Joramo, Crystal
Cc: Cosme, Peter; Baity, Kristopher; Maggard, Michele; Rufus, Heather
Subject: Bayfield School District/ Chose Mitel AnyWare

Crystal,

I wanted to let you know our Legal and Regulatory Contract Administrator(s) received a 471 acknowledging the school has chosen Mitel NetSolutions for the upcoming school year beginning 7/1/2012. Next we will get the 486 form from the Govt acknowledging the funding they will get, but you should reach out to them and let them know we received it. Once the 486 comes out, they will sign contracts. J

Please let us know if there are any questions.

Thanks,

Curtis

Curtis Goodman | Mitel Network Solutions | Enterprise Account Manager | Office: (602) 532-4181 | Fax: (602) 388-1184 | curtis_goodman@mitel.com

NetSolutions Customer Service: (800) 821-1661 or NSCS@mitel.com

From: Joramo, Crystal
Sent: Friday, March 23, 2012 2:53 PM
To: Goodman, Curtis
Subject: RE: Bayfield School District/ Mitel AnyWare Pricing

We got the verbal, but they are going for board approval early April. Due to sign docs in April from what customer told us.

Crystal Joramo
Enterprise Account Manager
Mitel NetSolutions
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Tel.: 877-734-5519
Mobile: 720-984-8546
Fax: 303-395-2678
Email: crystal_joramo@mitel.com

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Bill,

In talking to our ERATE and NJPA specialists, they stated to make sure the signed docs are dated on or before March 20th or the SLD could deny funding. They also stated that most school districts are moving forward on signed docs now because of this. I let them know that you still needed to get proper board approval. I'm not sure when your meeting will be set in April, but if you have the ability to set it I would suggest you make it early April because of funding purposes. If you would like to talk further about this let me know.

Thanks,

Crystal Joramo
Enterprise Account Manager
Mitel NetSolutions
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Tel.: 877-734-5519
Mobile: 720-984-8546
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